OP \$490.00 3982575

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM498741

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
RM El Torito LLC		10/28/2018	Limited Liability Company: DELAWARE	

RECEIVING PARTY DATA

Name:	M Restaurants El Torito OpCo, LLC					
Street Address: 5660 Katella Avenue, Suite 200						
City:	Cypress					
State/Country:	CALIFORNIA					
Postal Code:	90630					
Entity Type:	Limited Liability Company: DELAWARE					

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3982575	EL TORITO
Registration Number:	2319732	EL TORITO
Registration Number:	1961662	EL TORITO
Registration Number:	2319745	EL TORITO
Registration Number:	2410247	EL TORITO
Registration Number:	2410258	EL TORITO
Registration Number:	2187953	EL TORITO
Registration Number:	0939089	EL TORITO
Registration Number:	2418861	EL TORITO EST. 1954
Registration Number:	2410249	EL TORITO EST. 1954
Registration Number:	1763092	FAJITAS CHIQUITAS
Registration Number:	2410253	
Registration Number:	2336340	
Registration Number:	1653964	THE ORIGINAL EL TORITO RESTAURANT EST.19
Registration Number:	4828607	WE KNOW MEXICAN
Registration Number:	4715594	WHO · SONG - AND LARRY'S - CAL-MEX CANTI
Registration Number:	4740525	WHO SONG AND LARRY'S CAL-MEX CANTINA
Registration Number:	2288003	WHO-SONG & LARRY'S
Registration Number:	1710269	CASA GALLARDO
		TRADEMARK

900474617 REEL: 006539 FRAME: 0326

IRADEMARK

CORRESPONDENCE DATA

Fax Number: 3128767934

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3128762837

Email: hope.karmo@dentons.com

Correspondent Name: Dentons US LLP c/o Tara Reedy Sliva

Address Line 1: P.O. Box #061080

Address Line 2: Wacker Drive Station, Willis Tower

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	15801356.000001
NAME OF SUBMITTER:	Tara Reedy Sliva
SIGNATURE:	/tara reedy sliva/
DATE SIGNED:	11/19/2018

Total Attachments: 11

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of October 28, 2018 (such date, the "<u>Effective Date</u>", and such agreement, this "<u>Trademark Assignment</u>"), is entered into by RM El Torito LLC, a Delaware limited liability company (the "<u>Assignor</u>"), and FM Restaurants El Torito OpCo, LLC, a Delaware Limited Liability Company (the "<u>Assignee</u>"). The Assignor and the Assignee are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, the Assignor, each other Seller (as defined in the Asset Purchase Agreement) and FM Restaurants (PT), LLC ("<u>Purchaser</u>"), entered into that certain Asset Purchase Agreement dated as of August 5, 2018 (the "<u>Asset Purchase Agreement</u>");

WHEREAS, Purchaser entered into that certain Assignment of Rights and Obligations Agreement, dated as of the date hereof (the "Assignment Agreement"), among Purchaser, FM Restaurants HQ, LLC ("FM HQ"), FM Restaurants Chevys OpCo, LLC ("FM Chevys"), FM Restaurants Acapulco OpCo, LLC ("FM Acapulco"), Assignee, FM Restaurants Signature OpCo, LLC ("FM Signature"), FM Restaurants Las Brisas OpCo, LLC ("FM Las Brisas"), FM Restaurants HoldCo, LLC (together with FM HQ, FM Chevys, FM Acapulco, Assignee, FM Signature, FM Las Brisas and FM HoldCo, the "Purchaser's Assignees"), pursuant to which Purchaser assigned to the Purchaser's Assignees, and the Purchaser assignees accepted and assumed, certain rights and obligations of the Purchaser under the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, the Parties entered into that certain Intellectual Property Assignment Agreement dated as of October 28, 2018 (the "Master IP Assignment Agreement");

WHEREAS, the Assignor owns the trademark and service mark registrations and applications set forth on Schedule 1 (the "Assigned Marks"); and

WHEREAS, pursuant to the Master IP Assignment Agreement, the Assignor desires to assign, transfer, convey and deliver to the Assignee, and the Assignee wishes to acquire from the Assignor, all of the Assignor's right, title and interest in, to and under the Assigned Marks and all goodwill associated therewith or symbolized thereby.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Assignment. As of the Effective Date, the Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to the Assignee, and the Assignee hereby accepts the sale, transfer, assignment, conveyance and delivery of, all of the Assignor's right, title and interest in and to the Assigned Marks, together with (a) all goodwill of the business associated with or symbolized by the Assigned Marks, (b) all common law rights in, and all rights derived from, the Assigned Marks and all registrations that may be granted thereon, and any renewals thereof, (c) any past, present or future claims or causes of action (either in law or in equity) arising out of or related to any infringement, misappropriation, dilution or other violation of any of the Assigned Marks, and the right to sue for damages, injunctive relief, lost profits in connection therewith or any other remedy or otherwise recover therefor, (d) any and all income, royalties, damages and payments now or hereafter due and/or payable with respect to the Assigned Marks and the right to receive such income, royalties and payments, (e) the right to prosecute, maintain and defend the Assigned Marks, (f) the right to claim priority based on the Assigned Marks and (g) the right to fully and

entirely stand in the place of the Assignor in all matters related thereto, the same to be held and enjoyed by the Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made. The assignment contemplated herein is meant to be an absolute assignment and not by way of security.

- 2. <u>Further Assurances</u>. As may be necessary, the Assignor shall use reasonable best efforts to (i) execute, acknowledge and deliver such other instruments, documents and agreements and (ii) do such other things, in each case, as may be reasonably necessary, proper or advisable to carry out its obligations under this Trademark Assignment and as may be reasonably necessary, proper or advisable to more completely effectuate, consummate, record, perfect or confirm the transactions contemplated hereby. If the Assignor fails to promptly take or execute any action or document described in this Section 2 after written request by the Assignee, then the Assignor hereby constitutes and appoints the Assignee as its true and lawful agent and attorney-in-fact, with full power of substitution, in the name and stead of the Assignor but on behalf and for the benefit of the Assignee, to take and execute in the name of the Assignor any and all actions and documents that may be deemed necessary or proper to effectuate, consummate, record, perfect or confirm the transactions contemplated in this Trademark Assignment.
- 3. <u>Recordation</u>. The Assignee shall be solely responsible for all actions associated with the perfection of Assignee's right, title and interest in and to the Assigned Marks and recordation and/or registration of this Trademark Assignment or any other document evidencing the assignment to the Assignee of the Assigned Marks. The Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record the Assignee as the assignee and owner of the Assigned Marks and to deliver to the Assignee, and to the Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.
- 4. <u>Entire Agreement</u>. This Trademark Assignment, together with the Asset Purchase Agreement, the Assignment Agreement and the other agreements, instruments, certificates and documents executed and delivered in connection therewith, represent the entire understanding and agreement among the Parties with respect to the subject matter hereof.
- 5. <u>Amendment and Waiver</u>. This Trademark Assignment can be amended supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Trademark Assignment signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought.
- 6. Terms of the Asset Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement. This Trademark Assignment is entered into pursuant to, and subject to all of the terms and conditions of, the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge on or modify any of the obligations, agreements, covenants or warranties of any Seller or Purchaser contained in the Asset Purchase Agreement. In the event of any conflict or inconsistency between this Trademark Assignment and the Asset Purchase Agreement (as modified by the Assignment Agreement), the terms of the Asset Purchase Agreement (as modified by the Assignment Agreement) shall prevail.
- 7. <u>Governing Law.</u> This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State.
- 8. <u>Binding Effect</u>. This Trademark Assignment shall be binding upon and inure to the Parties and their respective successors and assigns, and shall be effective as of 11:59 PM (Pacific Time) on the

date hereof. Nothing in this Trademark Assignment shall create or be deemed to create any third party beneficiary rights in any Person or entity not a Party.

- 9. <u>Counterparts</u>. This Trademark Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Trademark Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart to this Trademark Assignment by facsimile or other electronic means (e.g., electronic mail or PDF) shall be effective as delivery of a manually executed counterpart to this Trademark Assignment.
- 10. <u>Headings</u>. The division of this Trademark Assignment into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Trademark Assignment.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

ASSIGNOR

RM El Torito LLC

Bv

^{[aુme:} Jonathan Tibus

itle: CPO

ASSIGNEE

FM Restaurants El Torito OpCo, LLC

Ву:

Name: James J. Zoum, Jr. Title Authorized Signatory

Schedule 1

Assigned Marks

Registered and Applied-For Trademarks

Mark	Countr Y	Statu 5	App. No.	Filing Date	Reg. No.	Reg. Date	Int. Class	Owner
EL TORITO	Austria	Regis tered	6256/2 000	Apr- 01- 1996	19637 5	May- 23- 2001	42	RM El Torito LLC
EL TORITO	Bahrain	No Actio n - Regis tered	353/98	Mar- 09- 1998	2655	Mar- 09- 1998	42	RM El Torito LLC
EL TORITO	Denma rk	Regis tered	VA200 003179	Apr- 01- 1996	VR20 00056 15	Dec- 05- 2000	43	RM El Torito LLC
EL TORITO	Finland	Regis tered	T20000 2899	Арг- 01- 1996	21981 0	Dec- 15- 2000	42	RM El Torito LLC
EL TORITO	France	Regis tered	306250 7	Apr- 01- 1996	30625 07	Oct- 10- 2001	42	RM El Torito LLC
EL TORITO	French Polyne sia	Regis tered	00/306 2507	Apr- 01- 1996	00/30 62507	Oct- 10- 2001	42	RM El Torito LLC
EL TORITO	Germa ny	Regis tered	300642 083	Apr- 01- 1996	30064 208	Jun- 12- 2001	43	RM El Torito LLC
EL TORITO	Ireland	Regis tered	1996/0 6606	Арг- 01- 1996	21887 6	Nov- 28- 2001	42	RM El Torito LLC

Schedule 1

Mark	Countr Y	Statu 5	App. No.	Filing Date	Reg. No.	Reg. Date	int. Class	Owner
EL TORITO	Italy	Regis tered	200190 090305 4	Jan- 22- 2001	36201 60000 35339	Jun- 23- 2005	42	RM El Torito LLC
EL TORITO	Jordan	Regis tered	49233	Apr- 18- 1998	49233	Jun- 01- 1999	16	RM El Torito LLC
EL TORITO	Jordan	Regis tered	49234	Apr- 18- 1998	.49234	Jun- 01- 1999	29	RM El Torito LLC
EL TORITO	Jordan	Regis tered	49230	Apr- 18- 1998	49230	Jun- 01- 1999	30	RM El Torito LLC
EL TORITO	Jordan	Regis tered	49232	Apr- 18- 1998	49232	Jun- 01- 1999	31	RM El Tørito LLC
EL TORITO	Jordan	Regis tered	49231	Apr- 18- 1998	49231	Jun- 01- 1999	32	RM El Torito LLC
EL TORITO	Lebano n	Regis tered	76100	lun- 15- 1998	14933 7	Jun- 15- 1998	42	RM El Tørito LLC
ELTORITO	Republi c of Korea	Regis tered	41- 2000- 002708 0	Oct- 18- 2000	41- 00759 42	May- 20- 2002	42	RM El Torito LLC
EL TORITO	Singap ore	Regis tered	T01136 798	Aug- 29- 2001	T0113 679B	Dec- 10- 2002	42	RM El Tørito LLC
ELTORITO	Swede n	Regis tered	2000/0 6355	Apr- 01- 1996	34667 3	Jun- 01- 2001	42	RM El Torito LLC
EL TORITO	Turkey	Regis tered	96- 016535	Nov- 07- 1996	18598 1	Nov- 24- 1998	42	RM El Tørito LLC

Mark	Countr	Statu S	App. No.	Filing Date	Reg. No.	Reg. Date	Int. Class	Owner
EL TORITO	United States	Regis tered	85/031 730	May- 06- 2010	39825 75	Jun- 21- 2011	30	RM El Torito LLC
EL TORITO	United States	Regis tered	75/381 497	Oct- 29- 1997	23197 32	Feb- 15- 2000	30	RM El Torito LLC
EL TORITO	United States	Regis tered	74/608 368	Dec- 08- 1994	19616 62	Mar- 12- 1996	42	RM El Torito LLC
EL TORITO (STYLIZED) EL TORITO	United States	Regis tered	75/398 777	Dec- 02- 1997	23197 45	Feb- 15- 2000	30	RM El Torito LLC
EL TORITO (STYLIZED) EL TFORCE	United States	Regis tered	75/751 522	Jul-15- 1999	24102 47	Dec- 05- 2000	30	RM El Torito LLC
EL TORITO (STYLIZED)	United States	Regis tered	75/753 839	Jul-15- 1999	24102 58	Dec- 05- 2000	30	RM El Torito LLC
EL TORITO (STYLIZED) EL TORITO	United States	Regis tered	75/399 028	Dec- 02- 1997	21879 53	Sep- 08- 1998	42	RM El Torito LLC
EL TORITO (STYLIZED) (SCRIPT) El Torito	United States	Regis tered	72/386 693	Mar- 18- 1971	93908 9	Jul-25- 1972	42	RM EI Torito LLC
EL TORITO EST. 1954 (AND DESIGN)	United States	Regis tered	75/751 Š21	Jul-15- 1999	24188 61	Jan- 09- 2001	30	RM El Torito LLC

Mark	Countr V	Statu s	App. No.	Filing Date	Reg. No.	Reg. Date	Int. Class	Owner
EL TORITO EST. 1954 (AND DESIGN) EL TORITO	United States	Regis tered	75/751 775	Jul-15- 1999	24102 49	Dec- 05- 2000	30	RM El Torito LLC
EL TORITO EXPRESS	Turkey	Regis tered	97/003 360	Mar- 13- 1997	18269 9	Jun- 30- 1998	43	RM El Torito LLC
FAJITAS CHIQUITAS	United States	Regis tered	74/228 551	Dec- 09- 1991	17630 92	Apr- 06- 1993	30	RM El Torito LLC
MISCELLANEOUS DESIGN (BULL)	United States	Regis tered	75/752 557	Jul-16- 1999	24102 53	Dec- 05- 2000	30	RM El Torito LLC
MISCELLANEOUS DESIGN (BULL)	United States	Regis tered	75/751 518	Jul-15- 1999	23363 40	Mar- 28- 2000	30	RM El Torito LLC
THE ORIGINAL EL TORITO RESTAURANT EST. 1954	Costa Rica	Regis tered	82814	Sep- 06- 1991	82814	Jun- 02- 1993	42	RM EI Torito LLC
THE ORIGINAL EL TORITO RESTAURANT EST. 1954 (AND DESIGN) ELTERITE	Europe an Comm unity	Regis tered	000184 234	Apr- 01- 1996	00018 4234	Apr- 18- 2001	42	RM EI Torito LLC

Mark	Countr Y	Statu 5	App. No.	Filing Date	Reg. No.	Reg. Date	int. Class	Owner
THE ORIGINAL EL TORITO RESTAURANT EST.1954 (AND DESIGN) ORUGENION EL-TORITO	United States	Regis tered	74/045 254	Mar- 21- 1990	16539 64	Aug- 13- 1991	42	RM El Torito LLC
WE KNOW MEXICAN	United States	Regis tered	86/399 112	Sep- 18- 2014	48286 07	Oct- 06- 2015	43	RM El Torito LLC
WHO - SONG - AND LARRY'S - CAL-MEX CANTINA (AND DESIGN)	United States	Regis tered	86/367 231	Aug- 14- 2014	47155 94	Apr- 07- 2015	43	RM EI Torito LLC
WHO SONG AND LARRY'S CAL-MEX CANTINA	United States	Regis tered	86/235 424	Mar- 28- 2014	47405 25	May 19- 2015	43	RM EI Torito LLC
who-song & Larry's	United States	Regis tered	75/573 560	Oct- 19- 1998	22880 03	Oct- 19- 1999	42	RM EI Torito LLC
CASA GALLARDO	United States	Regis tered	74/213 198	Oct- 18- 1991	17102 69	25- Aug- 1992	30	RM El Torito LLC
CASA GALLARDO	United States	Regis tered	75/411 514	Dec- 29- 1997	21879 60	Sept 8, 1998	42	RM El Torito LLC

Mark	Countr Y	Statu s	App. No.	Filing Date	Reg. No.	Reg. Date	int. Class	Owner
EL TORITO GRILL	United States	Regis tered			21879 60	08- Sep- 1998		RM El Torito LLC

Schedule 1

RECORDED: 11/19/2018